

- 10:35 6661-60-974
- A. Provide all health permits necessary to qualify the pigs for interstate shipment; and  
B. Prior to delivery, all pigs will be in accordance with all applicable rules in order to allow interstate shipments to the states to which the Feeder Pigs are being shipped.

7. TITLE TRANSFER OF FEEDER PIGS.

Title of the Feeder Pigs shall pass from SELLER to BUYER upon payment of invoice. Determination of qualifying / non-qualifying pigs will be done at BUYER'S destination. All Feeder Pigs not paid for will remain the property of the seller. Seller has 48 hours to remove reject pigs.

8. SELLER'S FAILURE TO DELIVER.

SELLER'S failure to deliver Feeder Pigs pursuant to the delivery schedule agreed upon in paragraph "1" hereof shall constitute default. SELLER shall not have either right to any increased deliveries to compensate for its failure to make a specific delivery of Feeder Pigs. BUYER shall have the right to purchase on the open market any of the agreed upon quantity of feeder Pigs which SELLER fails to deliver pursuant to the agreed delivery schedule, and SELLER shall compensate BUYER for the difference between their price that the BUYER would have paid for the agreed quantity, if the delivery had been made, and the actual cost included shipping cost and other expenses of purchasing said pigs, if higher. SELLER has the same rights as BUYER and will invoice Buyer if scheduled feeder pigs are not taken. This amount will be the difference between the open market and the contract price.

9. SELLER warrants that all Feeder Pigs sold by SELLER shall be Grade One Feeder Pigs and shall be free from any and all liens and encumbrances. SELLER further covenants that it will defend title to the Feeder Pigs and that it will defend, indemnify, and hold BUYER harmless from and against any and all loss, damages or expenses on account of any such lien, encumbrances, or other defects in title, and that Feeder pigs are free of each and every of the following defects at the time they are loaded onto TRI COUNTY TRANSPORT's truck (s): SELLER will warrant the health of the pig for a total of 72 hours from loading on trucks. Seller will not be held liable for any health or performance of said pig after the 72 hour period.

- Males which are uncastrated or freshly castrated;
- Ruptures;
- Coughing, thumping, or scouring;
- Lameness, stiffness, malformed joints or observable abscesses;
- Any unhealed wounds or being freshly cut;
- Prolapsed;
- No pig in the lot will weigh less than thirty-five (35) pounds.